

On cross-examination of Kenner

The Court *M&O* at 36-37 identified: “*On cross-examination, Kenner was asked about the revolving line of credit loan agreement with Jowdy, and the following colloquy ensued:*”

Q. Well, there is no record, no document that shows any player knew anything about the Jowdy loan except for the one document you produced and offered into evidence during your direct. Correct?

A [Kenner]: That in fact would be the loan agreement with Mr. Jowdy.

Q. And if that loan document proves to be phony, then you are lying. Correct?

MR. HALEY: I object to the form.

THE COURT: Sustained as to form.”

Kenner confirmed that the Hawai'i investors knew about the loan agreement – ***because of the actual loan agreement***. No other document needed to explain that it was a loan agreement. *Glen Murray confirmed that he as part of the Hawai'i investors “group” knew Jowdy never repaid the 2004-06 loans -- Tr.3540).*²²⁰

was a leader in the July 2010 GSF loan buyout efforts, claiming there would be a “***lynching***” ***if he could not*** contribute more “*investment*” funds.

- None of these statements reconcile Kristen Peca's falsities to the Court, *infra*.

Kristen Peca testified about what she allegedly said to Constantine and Kenner in the May 2009 GSF meetings (*Tr.717*):

[Kristen Peca]: “***And I quickly interjected and said we're not interested in anymore investments or we're done with them. That letter you were just showing that was up here, that was it for us. We were done with investments.***”

- Apparently, by the time of the Berard-led Eufora buy out plans in 2010, **Michael Peca was concealing his investments from his wife again**; *never Kenner's issue – as Kristen Peca was never a Kenner client, only Michael Peca was.*

²²⁰ Please note that prior to July 2007, there were no plausible methods to retain text messages (prior to the release of the Apple iPhone). It is also well-documented that in or about February 2007, when Kenner terminated the employment of a former assistant, she stole the Standard Advisors server where 100% of the Kenner, pre-2007 emails resided. The Standard Advisors emails were never recovered. When Kenner sued for the recovery of the emails in California, her attorney [Michael Meeks] (who was working hand-in-hand with Tom Harvey and Ken Jowdy) declared in the deposition, “***they were all deleted by mistake***”.

Glen Murray confirmed receiving it from Kenner, although it was actually mailed by Kaiser to all of the Little Isle 4 members after the 2004 signing (*Tr.3608*):

Q Now, when Mr. Miskiewicz asked you questions about the lawsuit you brought against Ken Jowdy, you confirmed that the loan agreement itself you had received through and from Phil Kenner, is that correct?

A [Glen Murray]: Correct.

In fact, the government knew – **at all times** -- that Jowdy's defense attorneys authenticated the 2004 Hawai'i loan agreement during his December 2010 defense case as his chief defense exhibit thru **Jowdy's-own** Cabo san Lucas Director of Golf, Robert Gaudet (*See Recon33-23*):

Q Did you ever sign as a witness on Mr. Kenner's behalf for a revolving line of credit at any time?

A [Robert Gaudet]: Yes, I did.

MR. RICHARDS: Withdrawn.

THE WITNESS: Yes, I did.

BY MS. LEE [Jowdy's lead attorney]: Q And when did you sign that agreement?

A [Gaudet]: I don't recall, but it was at a party, an event.

BY MS. LEE: Q If you could turn to Exhibit A-89. Are you there?

A [Gaudet]: I am here, yes.

Q Can you turn to the second page of that exhibit, please?

A [Gaudet]: Yes.

Q Is that your signature there as witness?

A [Gaudet]: Yes, it is.

Q Do you recall signing this?

A [Gaudet]: I do.

Q Can you look at the first pages of that document?

A [Gaudet]: Yes

Q And can you tell the Court what date this document was entered into?

A [Gaudet]: 12/7/2004.

MS. LEE: Your Honor, I'd like to move to admit this exhibit. He's authenticated his signature on it.

MR. RICHARDS: No objection.

THE COURT: Okay. It's admitted.

[Defendant's Exhibit A-89 Received]

BY MS. LEE: Q So this revolving line of credit -- and I'm not asking you to testify as to its contents. But that's your signature on this revolving line of credit, as a witness for Phil Kenner; is that right?

A [Gaudet]: I witnessed two signatures. And the person that I knew was Ken Jowdy. I was just asked to witness two signatures. So –

Q So Mr. Jowdy facilitated your signature on this document; is that what you're saying?

A [Gaudet]: I'm sorry?

Q Mr. Jowdy facilitated your signature on this personal line of credit? Is that --

A [Gaudet]: He requested for me to witness, yes.

Q Did you actually sit down and witness it? Did you sit there and look at Mr. Kenner while he was signing this document?

A [Gaudet]: I witnessed two signatures, correct.

Q But when you say witness, what does that mean to you?

A [Gaudet]: I watched two signatures.

Q So you watched Mr. Kenner sign this document?

A [Gaudet]: Correct.

Q And on the first page, that was back in December of 2004, correct?

A [Gaudet]: That is correct.

What possibly could the government believe five (5) years later (in 2015) when they referred to the loan agreement as “*bogus*” (Tr.5708 (2x), 5709), “*phony*” (Tr.4597, 4598) and “*supposed*” (Tr.5707-5708) – and proffered that the loan agreement was a “*Kenner cover-up story*”? **The government knew at all times that their position was false.**

To create confusion for the jury and support another foundationless claim, the government used their willing henchman and then-Jowdy protector, John Kaiser, to claim twice (2x) that somehow Kenner told him the document was a forgery (with absolutely no basis for his statements – certainly not reality). In fact, Kaiser was never asked if the document was a forgery, he simply volunteered it without solicitation (solely premeditated for “*forgery effect*”) (Tr.1106-1108):

Q The question is did you ever -- was there ever a point where Kenner [sic] Jowdy paid back at 15 percent interest that loan that was given to him through Little Isle IV and Ula Makika?

A [Kaiser]: I believe what you are trying to say was brought out in a civil case and I believe it was due to a forgery of Kenner [sic] Jowdy's name.

Q Well, you know, sir, for a fact, do you not, that Kenner [sic] Jowdy requested and received a loan that at some point reached approximately \$5 million from Little Isle IV and Ula Makika where he was to repay that loan with 15 percent interest, correct?

MR. MISKIEWICZ: Objection; time frame.

MR. HALEY: At some point in time.

THE COURT: Overruled. You can answer.

A [Kaiser]: When I testified at Owen Nolan, that's what I believed when I testified because as of 2006, Mr. Kenner had told me that when -- the same time he told me my money went to Mexico so post that I learned that. And then after this, I learned that the civil litigation against Kenner Jowdy got thrown out because of a forgery by Mr. Kenner.

Q Who told you that sir, Kenner [sic] Jowdy?

A [Kaiser]: No, Mr. Kenner.

Q Is it your testimony that Mr. Kenner told you: The lawsuit I filed against Kenner [sic] Jowdy got thrown out because I forged his signature? Is that your testimony?

A [Kaiser]: They are saying that's what the judge was saying and that's why he didn't pursue it and he didn't have the original document.

In fact, the Court ruled that the Arizona Court's ruling did not dismiss the case because of a forgery (in fact the reality of the situation), leaving more questions as to why Kaiser would make the un-solicited statement – that only agreed with another false and unsubstantiated government premise (*Tr.4505-4506*); *forgery, forgery, forgery*.

- The timing of the Arizona case dismissal coupled with the leverage the Hawai'i-Mexico investors were gaining on Jowdy in the California cases were enough positive activity for the Hawai'i-Mexico investors. **California attorney, Ronald Richards, had documented the Jowdy's lies (about the loans and the loan agreement) thru his 2-day California deposition confessions (January 2010).**
- In addition, the FBI (so the investors thought in January 2010) was supposed to be in full investigation mode regarding the criminal acts of Jowdy and his cabal.
 - As a result, all of the Hawai'i-Mexico investors were not concerned about the Arizona civil case dismissal -- with the other civil (California, Nevada and Mexico) and criminal (FBI, SEC and Mexico) cases pending in the USA and a myriad of criminal cases underway in Mexico; **all versus Jowdy.**

The court finally halted the mis-representations by the government and Kaiser – demanding proof of the salacious statements...

After the government berated the Court about believing the veracity of Kaiser's (false) statement that Kenner "told him" the Arizona case was thrown out because the loan agreement was a forgery (and yes, it is the same "Hawai'i-Jowdy loan agreement" that Jowdy's defense attorneys authenticated one [1] year later as their chief defense exhibit in *Murray v. Jowdy* [Nevada – exhibit A-89, *supra*] – while losing to Murray and Kenner, who was in ProSe for the 4-day bench trial (*See Recon33-53*) (*Tr.4505-4506*). The Court paused the ambush:

THE COURT: Hold on. It's 4:15. I have to read this order. I will tell you to move on to another area and we'll come back to this.

MR. MISKIEWICZ: Okay.

MR. HALEY: Thank you, Judge.
(Sidebar concluded.)

(In open court.)

THE COURT: Members of the jury, I have to read this document. The government will move on to another area and I'll discuss it with them after.

The Court ruled (Tr.4619-4620):

THE COURT: Just to go back to 9080 C, to the extent the government is seeking to offer this order or portion of this order as a finding by the district court judge in Arizona that the document -- the promissory note was a forgery, that I'm not going to permit. As far as I can tell the only reference to any finding by the court is one sentence where the court says, plaintiff's failures to respond also lends credence to the claims of forgery and false claim to Nevada citizenship. But the whole rest of the order relates to essentially a failure by Mr. Kenner, or by Little Isle IV to respond to various discovery requests by Mr. Jowdy. So the whole document refers to basically failure to respond to discovery and that line I do not read that as a finding by the court of forgery. I'm not going to permit that.²²¹

- The Court never clarified this in the presence of the jury, opening the door for additional prosecutorial misconduct, *infra*.

As such, AUSA Michiewicz repeated his misconduct and tried to insinuate the Arizona case was still thrown out because the 2004 Hawai'i loan agreement was a forgery of Jowdy's name, **entirely unethical**, still prejudicing Kenner and ignoring the Court's

²²¹ It should be noted that the December 2009 Arizona Court's ruling occurred after Jowdy's attorneys (knowingly led by Louis Freeh) threatened Little Isle 4 counsel that they would become criminally complicit with Kenner – "*if they continued to represent Kenner and Little Isle 4's claims that the money Jowdy received were for 'loans' (See Recon33-85). They were loans!*"

- ***In 2015, Jowdy's attorneys submitted government-forfeiture-44, which confirmed their threats were for intimidation only and falsely based...but religiously effective.***

Shockingly, not only did Jowdy's 2010 Nevada legal team admit to the loans and the loan agreement as authentic in his December 2010 defense case, *supra*...but only three (3) weeks after the Arizona case was dismissed (in December 2009) with the referenced order, *supra*, **Jowdy admitted** to all of the loans and the agreement in his January 2010 California deposition (in the cases filed via the GSF efforts). Two (2) months later, Jowdy also confessed the same admissions about the loans to the FBI (*See 3500-KJ-2 at 11-14*).

- **How could the government take the ridiculous position they tried to cram down the Court's throat? It was wholly and knowingly unethical and irreversibly prejudicial.**